

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant McGuireWoods Consulting, LLC 800 E. Canal Street Richmond, VA 23219		2. Registration No. 6295
3. Name of Foreign Principal Consulate-General of Japan in Atlanta	4. Principal Address of Foreign Principal 3438 Peachtree Road Atlanta, GA 30326	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Consulate-General of Japan in Atlanta		
b) Name and title of official with whom registrant deals Yasukata Fukahori, Deputy Consul-General		
7. If the foreign principal is a foreign political party, state:		
a) Principal address n/a		
b) Name and title of official with whom registrant deals		
c) Principal aim		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 15, 2015	Mark T. Bowles, Executive Vice President	/s/ Mark T. Bowles
		eSigned

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

McGuireWoods Consulting

2. Registration No.

6295

3. Name of Foreign Principal

Consulate-General of Japan In Atlanta

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide guidance and support to the Consulate-General of Japan In Atlanta on general public relations and social media matters in Georgia

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will assist the Consulate-General of Japan in Atlanta in highlighting the importance with general public relations of high importance to the Consulate-General's office. This includes internet and social media review of issues impacting local Asian-American communities.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 15, 2015	Mark T. Bowles, Executive Vice President	/s/ Mark T. Bowles eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Contract

Yasukata Fukahori of the Consulate General of Japan in Atlanta (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him, and Brad L. Alexander, Senior Vice President and Director for State Government Relations, McGuireWoods Consulting LLC in Atlanta (hereafter referred to as B), have agreed as follows with respect to social media consultancy:

Article 1

A requests B to act as a social media consultant for A as per the attached Outline of Social Media Consultancy Service, and B agrees to undertake said consultancy.

Article 2

B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3

- (1) At the request of A, B shall make a report of its activities.
- (2) The aforementioned report shall include all activities provided in Article 1.

Article 4

The period of this contract shall be from August 1st, 2015 to March 31st, 2016. The three months will be a trial period.

Article 5

The fee for the social media consultancy service shall be 2,000 USD (U.S. Dollars) per month (total payment will amount to 16,000 USD at the end of the contract). A shall pay B at the end of each month.

Article 6

B must not disclose to a third party the contents of services stipulated by A under this contract or any confidential information learned in performing the services pursuant to this contract.

Article 7

B must act in accordance with the relevant laws and regulations set forth by the State of Georgia, when pursuing its activities in accordance with this contract.

Article 8

If A deems B to have breached this contract, A may refuse to pay a part or the full amount of the contract value, or may seek return of payment.

Article 9

No security deposit shall be required.

Article 10

Any matters arising out of or in connection with this contract shall be resolved through consultation between A and B.


Article 11

Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance.

In witness whereof, the parties hereto have caused this contract to be executed in duplicate originals, one original to be retained by each party.

Executed this ___ day of ___, 2015.

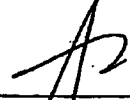
**Consulate-General of Japan
in Atlanta**

By: 

Name: Yasukata Fukahori

Title: Deputy Consul-General

**McGuireWoods Consulting LLC
in Atlanta**

By: 

Name: Brad L. Alexander

Title: Senior Vice President

Annex

Outline of Social Media Consultancy Service

Principle Aims of the Social Media Consultancy Service:

- To promote and enhance the Consulate's public diplomacy work to promote Japanese policy and culture throughout States of Georgia, Alabama, North Carolina and South Carolina (hereafter referred to as the Region) utilizing social media
- To strengthen Japan's image and trust toward Japan through the Consulate's public diplomacy work to promote Japanese policy and culture to the general American public in the Region

1. B pledges to provide, upon request from A, necessary service in connection with the cultural and press matters of the Consulate General of Japan in Atlanta and other matters as required, as follows:

- (1) Consultation regarding the Consulate's official Facebook page

- Issue a monthly report regarding effective public diplomacy utilizing Facebook to promote Japanese policy and culture, including analysis of current social media practices, particularly those by foreign communities in the region, and suggestions for improvement
- Conduct two seminars (one hour each) for Consulate staff on effective Facebook practices
- Research and submit recommendations for new Facebook content
- Propose strategies on how to increase Likes on the Consulate's official Facebook page

- (2) Submittal of recommendations regarding the creation and management of additional social media accounts

- (3) Promotion of the Consulate's official Facebook page through social media accounts and other platforms managed by B.

2. A and B will hold ad-hoc meetings whenever deemed necessary.

CONTRACT

Yasukata Fukahori, Deputy Consul-General of the Consulate-General of Japan in Atlanta (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him; and Brad L. Alexander, Senior Vice President and Director for State Government Relations, McGuireWoods Consulting LLC in Atlanta (hereafter referred to as B); have agreed as follows with respect to consulting services.

Article 1 – A requests B to act as consultant for A as per the attached Outline of Consulting Services, and B agrees to undertake said consultancy.

Article 2 – B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3 – (1) At the request of A, B shall make reports of its activities. (2) The aforementioned report shall include all activities provided in Article 1.

Article 4 – The period of this contract shall be from August 1, 2015 through March 31 of 2016 (8 months). The first three months will be a trial period, after which A may terminate this agreement without penalty.

Article 5 – The fee for service shall be \$3,000 U.S. per month, totaling \$24,000 U.S. for the contract period. A shall pay B at the end of each month. Funding for events or additional programs shall come from a separate budget to be determined at a later date.

Article 6 – B shall not disclose to a third party the contents of services stipulated by A under this contract or any confidential information learned in performing the services pursuant to this contract.

Article 7 – B must act in accordance with the relevant laws and regulations set forth by the State of Georgia when pursuing its activities in accordance with this contract.

Article 8 – If A deems B to have breached this contract, A may refuse to pay a part or full amount of the contract value, or may seek return of payment.

Article 9 – No security deposit shall be required.

Article 10 – Any matters arising out of or in connection with this contract shall be resolved through consultation between A and B.

Article 11 – Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance.

In witness whereof, the parties hereto have caused this contract to be executed in duplicate originals, one original to be retained by each party.

Executed this _____ day of _____.

CONSULATE-GENERAL OF JAPAN
IN ATLANTA

By: Yasukata Fukahori

Name: Yasukata Fukahori

Title: Deputy Consul-General

McGuireWoods Consulting LLC
in Atlanta

By: Brad L. Alexander

Name: Brad L. Alexander

Title: Senior Vice President

Appendix
Outline of Consulting Services

Under the terms of this Agreement, B shall provide:

1. **Information Summary Reporting** – collecting information and data, analysis, interpreting potential implications and making specific recommendations on action items, if any. Subject matter to cover issues of importance related to the Japanese Government in the states covered by A. Deliverables to include Report as well as hard copies of documents and articles on a monthly basis.
2. **Media Releases and Position Papers** – Recommendations for documents created in response to specific issues and events would be produced on an as-needed basis on behalf of A and distributed by A. Recommendations on media contacts will be provided to supplement current A lists.
3. **Advice on Community/Government/Private Sector Groups and Issues** – Regular counsel on Community, Government and Private Sector Groups and Issues as informal discussions. Act as mediator/influencer with these groups as appropriate and necessary. A and B will hold regular biweekly meetings (2 hours maximum per meeting) on the matters related to this contract.
4. **Media Commentary** – When possible and appropriate, B shall use its resources to publish commentary in line with Consulate objectives in available media forums without identification of A as a sponsor.
5. **Strategic Events** – When appropriate, develop seminars and/or other events directed towards community, academic, and private sector groups as well as the general public to inform, educate or discuss issues as directed and approved by A. Events may be held in conjunction with other groups and organizations as sponsors. Events may call for meetings with local, regional or national government, NGO or private sector groups and individuals.
6. **Special Reports and Alerts** – Additional Reports and Alerts provided as needed on topics that would further the objectives of A as interpreted by B.

BK
32